

85  
12/14/94  
15/11/94

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

|   |   |                              |
|---|---|------------------------------|
| UNITED STATES OF AMERICA,                 | ) |                              |
|   | ) |                              |
| Plaintiff,                                | ) |                              |
|   | ) |                              |
| v.  | ) | CIVIL ACTION NO. IP 83-1419C |
|   | ) |                              |
| THE ENVIRONMENTAL CONSERVATION            | ) | JUDGE MCKINNEY               |
| AND CHEMICAL CORPORATION, <u>et al.</u> , | ) |                              |
|   | ) |                              |
| Defendants.                               | ) |                              |
| _____                                     | ) |                              |

**CONSENT DECREE**

**I. BACKGROUND**

In 1983, the United States, on behalf of the United States Environmental Protection Agency ("EPA"), filed this action against approximately 283 defendants pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9606 and 9607, as amended ("CERCLA"), and Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, for injunctive relief and recovery of response costs incurred and to be incurred by the United States as a result of releases or threatened releases of hazardous substances in connection with the Environmental Conservation and Chemical Corporation hazardous substances site near Zionsville, Indiana ("the Envirochem Site" or "the Site").

On November 9, 1983, this Court approved a partial consent decree ("the 1983 Decree") between the United States, the State of Indiana, and approximately two hundred and fifty defendants under which the settling defendants performed a cleanup of, among

other things, drums, containers and a sludge lagoon, and removed certain contaminated soils at the Envirochem Site, and reimbursed EPA for a portion of its response costs.

In 1988, the United States, on behalf of EPA, filed an action, entitled United States v. American Waste Processing, Ltd. et al., No. IP88-806-C (S.D. Ind.), against 18 additional defendants pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief and recovery of response costs in connection with the Envirochem Site. In 1990, the United States, on behalf of EPA, filed an action, entitled United States v. United Technologies Automotive, Inc., et al., No. IP90-080-C (S.D. Ind.), against approximately 170 more defendants pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief and recovery of response costs in connection with the Envirochem Site. Thereafter, the Court granted the United States' motion to consolidate these two actions.

On September 28, 1990, the Court issued an Order entering a consent decree ("the 1990 Decree") resolving the claims of the United States in the consolidated actions United States v. American Waste Processing, Ltd., et al., and United States v. United Technologies Automotive, Inc., et al., (Consolidated Civil Action Nos. IP88-806-C and IP90-080-C). Under the 1990 Decree, approximately 191 defendants resolved their liability by reimbursing the United States approximately \$2.95 million in response costs incurred in connection with the Envirochem Site.

Of the four defendants that did not participate in the 1990 Decree, the United States voluntarily dismissed its claims without prejudice against two, Marpat Display, Inc., and Industrial Steel Container Co.. Accordingly, there remains only two pending claims in the consolidated action, the United States' claims against defendants Chris Graber and Pristine, Inc..

On September 10, 1991, the Court issued an Order entering another consent decree ("the 1991 Decree") in this action, agreed to by the United States, the State of Indiana, and approximately 235 defendants under which the settlers are required to, among other things, perform and finance a final remedial action at the Envirochem Site, and reimburse the Hazardous Substances Superfund for a portion of the response costs incurred by the United States in connection with the Site. The 1991 Decree did not dispose of the case in its entirety. The United States' claims against defendants who are not signatories to the 1991 Decree were not resolved, including, but not limited to, claims against certain Settling Defendants identified specifically in Appendix A to this Consent Decree.

WHEREAS, the Regional Administrator of the United States Environmental Protection Agency, Region 5, has determined the following:

(i) The settlement embodied in this Decree is practicable and in the public interest;

(ii) This settlement involves only a minor portion of the response costs at the Site with respect to each Settling Defendant;

(iii) Information currently known to EPA indicates that the amount of hazardous substances contributed to the Site by each Settling Defendant is minimal in comparison to other hazardous substances at the Site, and that the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site;

(iv) Information provided to EPA indicates that the amount to be paid by each Settling Defendant represents its fair share of response costs, based on the total cost of remediation at the Site, plus a premium to address unforeseen contingencies.

WHEREAS, the United States, and the Settling Defendants agree that this Decree is fair, reasonable, in the public interest, and in furtherance of the statutory goals of CERCLA, and by means of this Decree, final settlement will be reached with a number of the parties in this case, thereby avoiding difficult, prolonged and complicated litigation among the United States, the Settling Defendants, and other potentially responsible parties ("PRPs") not participating in this Decree.

WHEREAS, the United States, and the Settling Defendants agree that settlement of this case without further litigation and without admission, adjudication, or determination of any issue of

fact or law, except as specified herein, is the most appropriate means of resolving this action.

WHEREAS, the United States, and the Settling Defendants intend that the payments made under this Decree by the Settling Defendants will resolve the liability of the Settling Defendants for all response costs incurred or to be incurred by any person at the Site and thereby to resolve all claims, counterclaims, and third-party claims against the Settling Defendants for all response costs incurred and to be incurred by any person at the Site.

WHEREAS, the United States, and the Settling Defendants intend that resolution of the liability of the Settling Defendants to the United States for all response costs incurred and to be incurred by any person at the Site will entitle the Settling Defendants to contribution protection as provided in Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), 9622(g)(5).

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without the admission or any adjudication on any issue of fact or law, except as specified herein, and upon the consent and agreement of the parties to this Decree by their attorneys and authorized officials, it is hereby Ordered, Adjudged, and Decreed as follows:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action and over the Parties to this Decree pursuant to 28

U.S.C. §§ 1331, 1345, and 42 U.S.C. §§ 9606, 9607, 9613(b). The Parties agree to be bound by the terms of this Decree and not to contest its validity in any subsequent proceeding arising from it.

### **III. PARTIES BOUND**

2. This Decree is binding upon the United States, and each Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Decree. Each undersigned representative of a Settling Defendant to this Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such party to this document.

### **IV. DEFINITIONS**

3. Unless otherwise expressly provided herein, terms used in this Decree that are defined in CERCLA, or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA, or in such regulations. Whenever terms listed below are used in this Decree, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended.

"Consent Decree" or "Decree" shall mean this Decree and all Exhibits hereto, which Exhibits are specifically incorporated by reference herein and made an enforceable part hereof.

"EPA" shall mean the United States Environmental Protection Agency.

"Interest" shall mean interest calculated at the rate specified for interest on investments of the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507).

"Parties" shall mean the United States, and each of the Settling Defendants.

"Settling Defendants" shall mean those parties identified in Appendix A who, pursuant to the Regional Administrator's determination, have been found to be de minimis parties under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g). "Settling Defendants" are those potentially responsible parties whose individual volumetric contribution of hazardous substances or contaminants to the Site was allegedly less than 100,000 gallons as indicated in Appendix A.

"Site" or "Envirochem Site" shall mean the Environmental Conservation and Chemical Corporation site located approximately 10 miles northwest of Indianapolis on Highway 421 near Zionsville, Indiana, consisting of approximately 6.5 acres, and where Environmental Conservation and Chemical Corporation conducted its operations.

"United States" shall mean the United States of America.

**V. REIMBURSEMENT OF RESPONSE COSTS**

4. Within thirty (30) days after entry of this Decree by the Court, each Settling Defendant shall pay to the United States the amount set forth in Appendix B to this Decree. All proceeds received by the United States under this Decree shall be used to reduce the United States' outstanding claims for unreimbursed response costs relating to the Site incurred prior to the entry date of the 1991 Decree. If all such costs are reimbursed by these proceeds, any additional proceeds will be used to reimburse the United States for certain oversight costs that were excluded from, and not reimbursed pursuant to, the 1991 Decree. Payment of unreimbursed response costs does not constitute payment of a penalty, fine, or monetary sanction.

5. a. If the amount owed pursuant to Appendix B is greater than \$10,000, payment shall be made by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing CERCLA Site ID Number 30, DOJ Number 90-11-2-48I, and U.S.A.O. file number 81V0275-001. Payment shall be made in accordance with instructions provided by the United States to the Settling Defendants upon execution of the Decree. Any EFTs received at the U.S. D.O.J. lockbox bank after 11:00 A.M. (Eastern Time) will be credited on the next business day.

b. If the amount owed pursuant to Appendix B is less than \$10,000, payment shall be made in the form of a certified check or checks or cashier's check or checks made payable to "EPA



Hazardous Substance Superfund," and referencing CERCLA Site ID Number 30, DOJ Number 90-11-2-48I, and U.S.A.O. file number 81V0275-001. Settling Defendants shall forward the check[s] to:

U.S. EPA Region V  
Attn: Superfund Accounting  
P.O. Box 70753  
Chicago, Illinois 60673.

6. In the event that payment to the United States is not timely made in accordance with paragraphs 4 and 5 of this Decree, Interest shall run from the date of entry of this Decree on the amount set forth in Appendix B for each Settling Defendant to the date of payment in full. Interest shall be paid in the manner set forth in Paragraph 5.

7. Each Settling Defendant shall simultaneously send notice of its payment, including a copy of the check, if payment is by check, to:

Thomas J. Krueger  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region V (CS-29A)  
77 W. Jackson Blvd.  
Chicago, Illinois 60604-3590

Director, Waste Management Division  
U.S. Environmental Protection Agency  
Region V (H-7J)  
77 W. Jackson Blvd.  
Chicago, Illinois 60604-3590

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
Ben Franklin Station  
P.O. Box 7611  
Washington, D.C. 20044  
DOJ No. 90-11-2-48

## **VI. CERTIFICATION OF SETTLING DEFENDANTS**

8. By signing this Consent Decree, each Settling Defendant certifies individually that, to the best of its knowledge and belief:

(i) The Settling Defendant has made a thorough, comprehensive, good faith search for documents and has fully and accurately disclosed to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors, or agents, which relates in any way to its generation, treatment, transportation, trans-shipment, storage, or disposal of hazardous substances or waste materials at or in connection with the Site; and

(ii) The information provided under subparagraph (i) above is materially true and correct with respect to the amount of waste materials that the Settling Defendant may have shipped to the Site and the amount of waste material sent by the Settling Defendant to the Site is minimal in relation to the total volume of the hazardous substances or waste materials delivered to the Site and is not significantly more toxic than other waste materials sent to or released at the Site.

9. Each Settling Defendant also hereby certifies, individually, that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and that, except for duplicate copies, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or

other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

**VII. COVENANT NOT TO SUE BY PLAINTIFF**

10. Except as specifically provided in Paragraph 13, the United States covenants not to sue, or take any other civil judicial or administrative action against the Settling Defendants under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, to compel response actions at the Site or for recovery of response costs incurred or to be incurred by any person at the Site.

11. The covenant of the United States set forth in paragraph 10 above, shall not become effective with respect to a Settling Defendant until the timely payment by that Settling Defendant of all sums provided for in this Consent Decree.

12. Nothing in this Decree constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States to seek or obtain further relief from any of the Settling Defendants, and the covenant not to sue in Paragraph 9 of this Decree is null and void, if information is discovered which indicates that any Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Settling Defendant no

longer qualifies as a de minimis party at the Site because the individual volumetric contribution of hazardous substances to the Site by the Settling Defendant was greater than 100,000 gallons or the Settling Defendant contributed hazardous substances which are more toxic or are of greater hazardous effect than other hazardous substances at the Site.

13. Nothing in this Decree is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation, or other entity not a signatory to this Decree.

#### **VIII. RESERVATION OF RIGHTS**

14. The covenant not to sue set forth in Paragraph 9 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including, but not limited to, the following:

- (a) claims based upon a failure to comply with any obligation established pursuant to this Consent Decree;
- (b) claims for damages for injury to, destruction of, or loss of natural resources, or costs of response related thereto;
- (c) claims based upon criminal liability; and

(d) claims based upon a false certification by a Settling Defendant pursuant to Section VI of this Consent Decree.

15. Nothing in this Decree is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation, or other entity not a signatory to this Decree.

**IX. COVENANTS BY SETTLING DEFENDANTS**

16. Each Settling Defendant hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law, or any claims arising out of response activities at the Site. Nothing in this Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

**X. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

17. Nothing in this Decree shall be construed to create any rights in, or grant any cause of action to, any person not a

party to this Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. The United States, including EPA, and the Settling Defendants each reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

18. The Parties agree that the actions taken by the Settling Defendants in accordance with this Consent Decree do not constitute an admission of liability by any Settling Defendant.

19. With regard to claims for contribution against Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that, upon receipt by the United States of the payments required by this Decree of each Settling Defendant, such Settling Defendant will have resolved its liability to the United States and thereby is entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5). "Matters addressed in this settlement," for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), shall mean liability for all response actions taken and to be taken by any person at the Site and all response costs incurred and to be incurred by any person at the Site.

**XI. CONTINUING JURISDICTION**

20. This Court shall retain jurisdiction over both the subject matter of this Decree and the Settling Defendants for the purpose of enforcing the terms of this Decree.

**XII. EFFECTIVE DATE**

21. This Consent Decree shall become effective upon the date of its entry by the Court.

**XIII. PUBLIC COMMENT**

22. Settling Defendants acknowledge that this Decree shall be lodged with the Court for a period of at least thirty (30) days for public notice and comment, and that entry of the Decree is subject to 28 C.F.R. § 50.7. The United States reserves the right to withdraw or modify its consent to this Decree if comments received disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate.

SO ORDERED THIS 14 DAY OF December, 1994.

  
LARRY J. MCKINNEY, JUDGE  
United States District Court  
Southern District of Indiana

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE UNITED STATES OF AMERICA

9/27/99  
Date

Lois J. Schiffer  
LOIS J. SCHIFFER  
Acting Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Leslie Allen  
LESLIE ALLEN  
Senior Attorney  
Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044  
(202) 514-4114

~~JOHN J. THAR~~ JUDITH A. STEWART  
United States Attorney  
Southern District of Indiana

Charles Goodloe, Jr.  
CHARLES GOODLOE, JR.  
Assistant United States Attorney  
Southern District of Indiana  
U.S. Courthouse, 5th Floor  
46 E. Ohio Street  
Indianapolis, IN 46204  
(317) 226-6333



THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

August 29, 1994  
Date

Lear Siegler Diversified Holdings Corp.  
Name of Settling Defendant

25 Vreeland Road, Building A  
Address

(201) 966-5100  
Telephone Number

James F. Matthews  
Name of Officer

Signature of Officer

| President |
|-----------|
| Title     |

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name \_\_\_\_\_

Name \_\_\_\_\_

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Sept. 13, 1994

Date

Vermilion Waste Sys. Inc./Mocasin District  
Name of Settling Defendant

P.O. Box 39 Hagerstown MD 20642  
Address

283  
217-6242  
Telephone Number

James Van Winkle  
Name of Officer

[Signature]  
Signature of Officer

Vice President Dist. Mgt.  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Peter M. Racher  
Name

Peter M. Racher  
Name

Plews Shadley Racher & Braun  
Address

Plews Shadley Racher & Braun  
Address  
1346 North Delaware Street  
Indianapolis, Indiana 46202  
Telephone 317-637-0700

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

8/29/94  
Date

GREAT PLAINS BAG CORPORATION  
Name of Settling Defendant

150 N. MICHIGAN AVENUE, CHICAGO, IL  
Address

(312) 346-6600  
Telephone Number

LESLIE T. LEONER  
Name of Officer

[Signature]  
Signature of Officer

VICED PRESIDENT  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Illinois Tool Works Inc. on behalf  
of its Ransburg Corporation Subsidiary

8/29/94  
Date

Name of Settling Defendant

3600 West Lake Avenue Glenview, IL 60025  
Address

312-657-4199  
Telephone Number

Philip S. Dallosto  
Name of Officer

  
Signature of Officer

Senior Attorney & Assistant Secretary  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name

Name

Address

Address

Telephone

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

8/30/94  
Date

Carpenter Co. (formerly known as  
E. R. Carpenter Company, Inc.)  
Name of Settling Defendant

5016 Monument Avenue  
Address

804-359-0800  
Telephone Number

William R. Easterling  
Name of Officer

  
Signature of Officer

President  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Herbert A. Claiborne, III  
Name

Herbert A. Claiborne, III  
Name

Same as above  
Address

Same as above  
Address

Same as above  
Telephone

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

9/6/94  
Date

Superior Oil Company, Inc., Superior Solvents  
Name of Settling Defendant

400 W. Perent Street, Indianapolis, IN 46225  
Address

317-781-4400  
Telephone Number

RAYMOND J. ROEMBEKE, JR.  
Name of Officer

Raymond J. Roembke Jr.  
Signature of Officer

Vice President  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

9/2/94  
Date

Flint & Walling Industries, Inc. \*

Name of Settling Defendant

95 N. Oak Street, Kendallville, IN 46755  
Address

(219) 347-1600  
Telephone Number

Gerry Bright  
Name of Officer

  
Signature of Officer

Vice President

Title

\*In full satisfaction of any and all liability relating to waste at the Site attributable to Parker Industries.

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

John R. Leekley  
Name

Scott A. Halpert  
Name

21001 Van Born Road, Taylor, MI  
Address

21001 Van Born Road, Taylor, MI 4818  
Address

(313) 274-7400  
Telephone

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

9-12-94  
Date

DIMENSIONAL DESIGNS  
Name of Settling Defendant

1101 Southeastern Ave.  
Address Box 462

(317) 639-6808  
Telephone Number

Telephone Number  
KATHERINE S. JACKSON  
Name of Officer

Signature of Officer Katherine E. Jackson

Chief Financial Officer  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Name \_\_\_\_\_

Name \_\_\_\_\_

Address

Address

Telephone \_\_\_\_\_

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.



**APPENDIX A**

**Settling Defendants and Volumetric Shares**

| <u>Defendant</u>            | <u>Gallons</u> |
|-----------------------------|----------------|
| Superior Solvents           | 67,465         |
| Lear Sigler                 | 5,115          |
| E.R. Carpenter              | 2,800          |
| Vermillion/Moore's Disposal | 1,816          |
| Ransburg Corp.              | 1,240          |
| Parker Industries           | 880            |
| Great Plains Bag            | 825            |
| Dimensional Designs         | 165            |

**APPENDIX B**

**Payment Amounts**

| <u>Defendant</u>            | <u>Gallons</u> | <u>Charge Per<br/>Gallon</u> | <u>Total</u> |
|-----------------------------|----------------|------------------------------|--------------|
| Superior Solvents           | 67,465         | 1.13                         | \$76,235.45  |
| Lear Sigler                 | 5,115          | 1.13                         | \$5,779.95   |
| E.R. Carpenter              | 2,800          | 1.13                         | \$3,164.00   |
| Vermillion/Moore's Disposal | 1,816          | 2.58                         | \$4,685.28   |
| Ransburg Corp.              | 1,240          | 1.13                         | \$2,450.00   |
| Parker Industries           | 880            | 1.13                         | \$2,450.00   |
| Great Plains Bag            | 825            | 1.13                         | \$2,450.00   |
| Dimensional Designs         | 165            | 1.59                         | \$2,450.00   |

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Environmental Conservation and Chemical Corp., et al., No. IP 83-1419C.

9/20/84  
Date

David A. Adamkus  
VALDAS V. ADAMKUS

Regional Administrator

U.S. Environmental Protection Agency  
Region 5

Thomas J. Krueger  
THOMAS J. KRUEGER

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